

ONE NZ Entry Giveaway 2023
Terms and Conditions of Entry (Game of Skill)

Name of Competition	ONE NZ Entry Giveaway 2023
Summary of Competition	This competition involves picking THREE (3) winners for each Event listed below from a pool of respondents that 'like' the Event Facebook page and comment on the Event Facebook post. The following are Events (each an 'Event') for this Competition: <ul style="list-style-type: none"> - 2023 Hawke's Bay Marathon - 2023 Auckland Marathon; and - 2023 Queenstown Marathon
Promoter conducting the Competition	IRONMAN New Zealand Limited (NZBN 9429034266335), Level 1, 347 Parnell Road, Parnell, Auckland 1052, New Zealand
Eligibility Criteria	Entrants must: <ul style="list-style-type: none"> • Be an individual aged 18 and over at the time of entry; • be a resident of New Zealand; and • not be an employee of the Promoter, an immediate family member of an employee of the Promoter, an employee of a related entity of the Promoter, a shareholder of the Promoter or a professional athlete. <p>Entrants into this Competition must comply fully with the requirements of these Terms and Conditions. Unless these Terms and Conditions are, in the sole discretion of the Promoter, satisfied fully by an entrant, that entrant will not be eligible to participate in the draw for this Competition.</p>
Competition Period	The Competition commences at 2:00PM New Zealand Standard Time (NZST) on 18 May 2023 and ends at 11:59PM 25 May 2023 NZST.
Method of Entry	During the Competition Period, the Entrant must do the following to enter the Competition: <ul style="list-style-type: none"> • on the Event Facebook page, comment on the 'ONE NZ Giveaway Facebook post' the one thing that you look forward to most when crossing the finish line; and • 'Like' the applicable Event Facebook page.
Judging Criteria	Each valid entry will be individually judged (by representatives of the Promoter) based on the most creative answer. This is a game of skill and chance plays no part in determining the prize winner. Judging will take place at 10am NZST on 26 May 2023, at the Promoter's office.
Prize Details	There will be three (3) Winners for each Event (the 'Winners') (NINE (9) Winners total). Each Winner will receive the following: <ul style="list-style-type: none"> • 1 x general entry to the applicable 2023 Event in the distance of their choice (10km, half or full marathon). <p>For the avoidance of doubt, the applicable 2023 Event will be the Event Facebook page that the Winner's entry was selected from.</p> <p>Maximum value of the prize is NZ\$1845 (inclusive of GST).</p>
Notification of Winners, Prize Delivery	Each Winner will be notified in writing by Facebook Direct Message within 48 hours of the Judging Date. Prizes will be delivered/transferred to all Winners within 28 days of the Judging Date.
Unclaimed Prizes	All prizes will be distributed during or after the close of the Competition. The Promoter will make reasonable efforts to identify and locate the Prize winner. If any Prizes (other than perishable prizes) remain unclaimed within 3 months after the Judging Date, the relevant winner's entry will be deemed invalid and the Promoter will distribute any unclaimed prizes to the next best ranking entry or entries (as applicable), as determined by the judges or the Promoter in its absolute discretion. Winners of the unclaimed prizes will be notified in the same manner as set out above. Winners names will be published in the same manner as set out above.
Privacy Policy	IRONMAN-New-Zealand-Event-Privacy-Policy-FINAL-10Feb2022.pdf

- By participating in the Competition, entrant represents and warrants that they have read and understood, and fully and unconditionally agrees to and accepts, these Terms and Conditions and that the decisions of the Promoter are final and binding in all matters related to the Competition, and no correspondence will be entered into. Winning any prize is contingent upon fulfilling all requirements set forth herein.
- The Prizes are strictly non-refundable and non-transferrable in any circumstances. Prizes are not redeemable for cash. The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the Winner(s) accepting and/or using the Prize, except for any liability which cannot be excluded by law. Promoter is not

responsible or liable for any loss, damage or injury suffered by any winner as arising from, or in connection with the Prize supplied by the prize supplier, or the conduct of the prize supplier. In the event that the Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of a prize) with a prize of equal or greater value subject to any contrary direction from a regulatory authority.

- The Promoter respects entrant's personal information (PI). All PI collected by the Promoter will be dealt with under the Promoter's Privacy Policy. PI is collected to enable the Promoter to administer and promote this Competition and the winners. The Promoter may also use PI collected for future promotional, marketing and publicity purposes. Any person is entitled to contact the Promoter and request access to any PI the Promoter holds about them, at any time. If an entrant does not truthfully provide all the requested PI on the Competition entry form or subsequently in accordance with these Terms and Conditions they may not be eligible to enter this Competition or win any prize.
- By using and entering this Competition on (Facebook) ('**Platform**') entrants agree to comply with the Platform's terms of use and release the Platform from all claims based on, related to or arising from the Competition; and acknowledge and agree that this Competition is in no way sponsored, endorsed, administered or affiliated with the Platform. The Promoter is not responsible for any loss, damage or injury to entrants resulting from entering or participating in this Competition including arising from any comments made, or material published, by third parties about the participant on any social media platform in connection with this Competition.
- The Winner has rights under the Consumer Guarantees Act (NZ) and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so, the Promoter (including its officers, directors, employees, shareholders and agents, and those of its related companies, parents, subsidiaries, affiliates) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
 - any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - any theft, unauthorised access or third party interference;
 - any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - any variation in market value to that stated in these terms and conditions;
 - any tax implications; or
 - the Prize or use of the Prize.
- Entries must be the entrant's original work. The Promoter reserves the right to require the entrant to verify that the entry is the entrant's original work. If the Promoter is unable to verify that the entry is original work to its satisfaction, the entry will be deemed invalid. Entrant's warrant that their entry is not in breach of any third party intellectual property rights. Entrants agree to indemnify the Promoter and its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of the warranty set out in this clause. An entrant's entry must not include any image, video or voice of any other person without that person's express consent, any content that contravenes any law, and any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.
- Except where prohibited by law, by entering this Competition, entrants grant the Promoter and the Promoter's designees a non-exclusive licence to use the content, or any part, of their entry, in any way the Promoter wishes (including modifying, adapting, copying, cropping, retouching, editing, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) and grants the Promoter permission to use the entrant's name, voice, likeness, statements, photographs, audiovisual recordings, opinions, biographical information, and state of residence for the purpose of advertising the Competition, any subsequent contest, or other promotion by the Promoter, any event owned or licensed by the Promoter or for any promotional, marketing, or publicity purposes, or for any other commercial purpose, in each case in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.
- In the event that the operation, security, or administration of the Competition is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Promoter may, in its sole discretion, either: (1) suspend or modify the Competition to address the impairment and resume the Competition in a manner that best conforms to the spirit of these Terms and Conditions; and/or (2) award the prize from among all eligible entries that have registered up to the time of the impairment. The Promoter reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Terms and Conditions, or in an improper manner. Any attempt by any person to undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, if such an attempt is made, the Promoter

reserves the right to seek damages from any such person to the fullest extent permitted by law. The Promoter's failure to enforce any provision or aspect of these Terms and Conditions shall not constitute a waiver thereof.

- All issues and questions concerning the construction, validity, interpretation, or enforceability of these Terms and Conditions, or the rights and obligations of the entrant and the Promoter in connection with the Competition, shall be governed by, and construed in accordance with, the laws of New Zealand nominated by the Promoter, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction. Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded or not awarded shall be resolved solely individually, without resort to any form of class action, and exclusively by the appropriate court located in Auckland.